

LIBER 6049 PAGE 4 | 3

LIBER 6049 FOLIO 807

2272758

Parcel Identifier: 4-213-2272758

Title Insurer: None

1 of 8

SEE SIMPLE DEED - CORPORATION
(All Rights Reserved)

WASHINGTON LAW REPORTER FORM 509
1625 Eye St., N.W., Washington, D.C. 20008

1983 APR -5 PM 2-57

CLERK'S OFFICE
MONTGOMERY COUNTY

THIS DEED, made this 11th day of March, 1983, by and between

the MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation, Maryland at Vinson Street, Rockville, Maryland 20850, a corporation party of the first part, and PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., a non-profit corporation, P.O. Box 262, Rockville, Maryland 20850 party of the second part:

WITNESSETH, that in consideration of One Dollar (\$1.00) in hand paid

the said party of the first part does grant and convey unto Peerless Rockville Historic Preservation, Ltd.,

party of the second part, its successors, heirs and assigns, in fee simple subject to the covenants, conditions and restrictions stated hereinafter all that piece or parcel of improved land situate, lying and being in Montgomery County, Maryland described as follows to wit:

Please see legal description attached hereto and incorporated herein as Exhibit "A"

APR 5 1983

AMOUNT OF TRANSFER TAX IN THE

AMOUNT OF \$

SIGNATURE

N/A
JAY

4 213 2272758

All Taxes on assessment certified to the Collector of Taxes for Montgomery County Md by 4/5/83. This instrument is for the purpose of conveying a fee simple interest in the above described land to the party of the second part. It is not to be construed as a deed of gift or as a conveyance of a life estate or as a conveyance of a life interest in the land.

HEREBY CERTIFY THIS PROPERTY HAS BEEN DULY TAXED TO THE MONTGOMERY COUNTY ASSESSMENT DEPARTMENT.

L. J. [Signature] #00739
TRANSFER CLERK, ASSESSMENT DEPARTMENT

EXEMPT FROM TRANSFER TAX
MONTGOMERY COUNTY, MARYLAND

Subject to the covenants, conditions and restrictions set forth in Exhibit "B" attached hereto and incorporated herein.

TRANSFER TO GOVERNMENTAL, RELIGIOUS, OR CHARITABLE ORGANIZATION

AND the said party of the first part covenants that it will warrant specially the property hereby conveyed;

and that it will execute such further assurances of said land as may be requisite.

IN WITNESS WHEREOF, the said Mayor and Council of Rockville, a municipal corporation has caused these presents to be signed in its corporate name by Larry N. Blick its City Manager, attested by Helen M. Heneghan, its City Clerk, and its corporate seal to be hereunto affixed; and does hereby constitute and appoint its true and lawful Attorney in fact, for it and in its name to acknowledge and deliver these presents as its act and deed.

(Corporate Seal)

Attest

Helen M. Heneghan, City Clerk

MAYOR AND COUNCIL OF ROCKVILLE
(Name of Corporation)

BY: Larry N. Blick
Larry N. Blick, City Manager

Re-numbered to show County Stamp

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EXHIBIT A

Being a parcel of land, in, through, over and across the land conveyed to the City of Rockville by Liber 5663, Folio 483, as recorded among the Land Records of Montgomery County, Maryland and being more particularly described as follows:

Beginning for the same at a point on the westerly right-of-way line of Copperstone Court, 30 feet wide, as shown on a plat recorded in Plat Book 113 at Plat 13335, among the aforesaid Land Records, said point also being located the following courses and distances from a concrete monument shown at the common right-of-way line of Copperstone Court and Ritchie Parkway as recorded in the aforesaid Plat Book 113, Plat 13336: running with and binding on aforesaid westerly right-of-way of Copperstone Court S 27°10'00" E, 4.00 feet to a point, thence; running with and binding on aforesaid westerly right-of-way line on a curve to the left having a radius of 90.00 feet and an arc distance of 94.97 feet (chord bearing and distance of S 32°36'09" W, 90.63 feet) to the point of beginning, thence;

1. Running with and binding on aforesaid westerly right-of-way line of Copperstone Court on a curve to the left having a radius of 90.00 feet and an arc distance of 70.00 feet (chord bearing and distance of S 19°54'36" E, 68.25 feet) to a point of reverse curvature, thence;
2. On a curve to the right having a radius of 3.00 feet and an arc distance of 4.71 feet (chord bearing and distance of S 02°48'30" W, 4.24 feet) to a point, thence;
3. S 47°48'30" W, 145.00 feet to a point, thence;
4. N 42°11'30" W, 97.00 feet to a point, thence;
5. N 47°48'30" E, 105.00 feet to a point, thence;
6. N 71°56'02" E, 75.47 feet to the point of beginning containing 14,599 square feet or 0.33515 acres of land more or less.

Subject to any and all existing easements.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6049 P. 0302 MSA Case No. 2019-1234

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EXHIBIT B

1. Vehicular Access. There shall be no vehicular access allowed to any adjacent City parkland from the subject property.
2. Driveway. Peerless shall construct and maintain a driveway apron and driveway at its expense. Specifications shall be subject to City approval.
3. Destruction of Property After Restoration. In the event the farmhouse is substantially damaged or destroyed after completion of the restoration, Peerless and its successors in interest shall have the option: 1) to rebuild the farmhouse to essentially its original appearance pursuant to paragraph 3 of the Contract of Sale dated March 8, 1983, with the City having design approval, and if Peerless has conveyed the subject property to a third party, Peerless may require such third party to submit any proposed construction plans to Peerless for design approval, or 2) to have the subject property revert to the City. This provision shall apply unless and until waived in writing by the City and shall run with the land.
4. No Encumbrances. In the event the subject property reverts to the City pursuant to paragraph 5(a) or 5(b) of the Contract of Sale dated March 8, 1983, such reversion shall be without encumbrance and any conveyances from Peerless and its successors and assigns shall include a provision stating that no encumbrances that would encumber the City's reversionary interest shall be placed upon the subject property without the City's written consent.
5. Failure to Perform. In the event title to the property reverts to the City, neither Peerless nor its successors in interest shall be entitled to compensation from the City for any work done or improvements made to the subject property or structures thereon, in quantum meruit or otherwise.

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STATE OF MARYLAND }
COUNTY OF MONTGOMERY } SS.

I, Ella L. Weston-Dawkos
State and County aforesaid,
Larry N. Blick,

, a Notary Public in and for the
do hereby certify that
who is personally well known to

me as (or proved by the oath of credible witnesses to be) the person named as attorney in fact in the foregoing Deed, bearing date on the 11th day of March, 1983, and hereto annexed, personally appeared before me in said State and County and as attorney in fact as aforesaid by virtue of the power vested in him by said Deed, acknowledged the same to be the act and deed of said Corporation for the purposes therein contained.

My commission expires: July 1, 1986



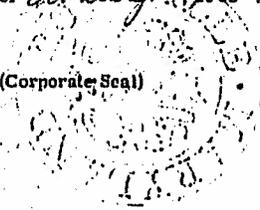
Ella L. Weston-Dawkos
Notary Public
Ella L. Weston-Dawkos

I, Helen M. Heneghan, City Clerk

Secretary of said Corporation do

hereby certify that the foregoing Deed was executed in strict conformity with a resolution of the Board of Mayor and Council of the said Corporation, organized under the laws of Maryland passed at a duly called meeting of said Corporation, at which a quorum was present, the 11th day of March, 1983.

(Corporate Seal)



Helen M. Heneghan
Secretary

DEED

TO

RECEIVED FOR RECORD on the ___ day
of ___, A. D. 19 ___,
at ___ o'clock ___, M., and recorded in
Liber No. ___ at Folio ___, one
of the Land Records for the
Recorder of Clerk

The Washington Law Reporter Company
1825 Eye Street, N.W., Washington, D.C. 20006

March 11, 1983

AFFIDAVIT OF NO CONSIDERATION

I, David Podolsky, hereby certify under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or a deed of trust assumed by the grantee, is in the sum of No Consideration.

B. A. F. H. P.
Witness

David Podolsky

MONTGOMERY COUNTY CIRCUIT COURT Land Records HMC 204 3 0610 MC